



# USAID | INDONESIA

FROM THE AMERICAN PEOPLE

## AMENDMENT #7

**Subject:** Aceh Road and Bridge Reconstruction Project  
**RFP Number:** Indonesia 06-015  
**Issue Date for Amendment #7:** July 18, 2006  
**Issue date for Solicitation:** June 10, 2006  
**REVISED Closing Date:** August 10, 2006 @ 3:00pm Jakarta Time \*\* REVISED\*\*

Dear Potential Offerors:

The United States Government, represented by the U.S. Agency for International Development Mission to Indonesia (USAID/Indonesia) is hereby amending the Subject RFP.

In response to numerous requests, the **Closing Date for this RFP is amended to be August 10, 2006 @ 3:00pm Jakarta Time.** It should be noted that all of the information necessary to prepare a proposal for this RFP was available on the date this RFP was issued. The additional information that has been provided by USAID during this procurement process is considered only supplementary information to support the information released on the opening date but not critical and/or missing information needed for proposal preparation purposes. Requests have been made to extend this RFP for unreasonable amounts of time that do not reflect the critical nature of this project or the U.S. Government's procurement schedule. USAID has determined that while not required, it is reasonable to extend the closing date for a period of time that will allow all potential offerors to prepare their best technical and cost proposals within the US Government's strict procurement timeline. The extension of the Closing Date has been determined to be reasonable to achieve the procurement goals of the U.S. Government.

Potential offerors are again reminded to anticipate Jakarta traffic, parking restrictions and Embassy security procedures when submitting their proposals to the U.S. Embassy. No proposals will be accepted after the date and set forth in the RFP, amended. **There will be no exceptions.**

The question period for this procurement has also been extended to **July 26, 2006 at 5:00pm (Jakarta Time).** **No questions will be answered after this time.**

The subject RFP is also Amended to answer the following questions:

1. *Award of Contract*

- a. *How is the arrangement in case the contract be awarded to more than one contractor?*

**There will be only one award under this RFP. One firm will be awarded the Indefinite Delivery Indefinite Quantity base contract and all Task Orders under that base contract will be with the successful offeror.**

- B. *Will it be the job allocation in different section, service allocation in the same section, or another kind of arrangement?*

**"Job and service allocation" is the responsibility of the prime contractor and will be proposed and evaluated in the Technical Proposal. All prime contractor and subcontractor arrangements are between the two contractors. The US Government has no privity in these agreements.**

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### 2. Guarantee

- a. *Shall the subcontractor provide all kind of guarantee (viz. proposal guarantee for bid and performance guarantee, payment guarantee, and warrantee bond for execution ) to the main contractor as the main contractor provide them to the Government ?*

**These are agreements between the Prime Contractor and the Sub-contractor for which the U.S. Government has no privity.**

- b. *How is regarding timing of providing guarantee by the subcontractor to the main contractor?*

**These are agreements between the Prime Contractor and the Sub-contractor for which the U.S. Government has no privity.**

- c. *Who is the insurer accepted by the Government to issue the surety bonds for this project?*

**Please refer to FAR Subpart 28.2 for U.S. Government requirements for bonds and sureties.**

- d. *Section F.9.(c).(4) said that the Government may pay for subcontractor bonds. Shall the subcontractor exclude in bid price cost for obtaining bond then will be reimbursed separately, or include them in separate item in the bid price, or include them in unit the price of work in the bid price ?*

**These are agreements between the Prime Contractor and the Sub-contractor for which the U.S. Government has no privity.**

### 3. Insurance

- a. *What kind of insurance shall be provided by both the main contractor to the Government and the subcontractor to the contractor?*

**Please refer to FAR Subpart 28.2 for U.S. Government requirements for bonds and sureties and FAR Subpart 28.3 and the RFP for requirements for insurance. The U.S. Government has no privity to agreements on insurance between the Prime and Sub-contractor.**

### 4. Price Adjustment

- a. *I.12.(c) said that price adjustment is limited for labor and unit price for material shown in the schedule. How is the price adjustment for equipment? Do you mean the material is item of work, hence the equipment, material and labor is included herein?*

**Equipment prices are included in the total unit price for the item and are adjustable based on actual costs. The responsibility for requesting a price readjustment is vested with the Prime Contractor. Please refer to FAR 16.203 (16.203(c)) and 52.216-4 for policy and requirements for Economic Price Adjustments to be used in this contract.**

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- b. *Amendment#5 said that price adjustment is not base on index but base on actual price, refer to FAR. This method will complicated to be applied in Indonesia especially for local content. For local content we usually use index published officially by BPS (The Central Bureau of Statistic) Government of Indonesia. We propose for local content the price adjustment may refer to BPS index, while the limitation of maximum 10% of original unit price as stipulated in section I.12.(c) still be applied. Do you agree?*

**No, FAR 16.203-4(c) and 52.216-4 shall apply to this Contract.**

### 5. Liquidated Damages

Amendment #5-I.14.(a) said:

- ✓ Fail to complete the work in time the Contractor shall pay liquidated damages in equal to 5% or USD 5 million whichever is greatest.
- ✓ Accumulated in six months the total amount would be USD 27,322 for each calendar day of delay until the work is accepted.

- a. *Which is binding to calculate the liquidated damages if the delay is less than six month; 5% or USD 5 million whichever is greatest, or USD 27,322 time sum of the day of delay?*

**For a period less than six months, liquidated damages will be computed on a daily basis at the rate of \$27,322.00 per day and adjusted for the amount of road in service.**

- b. *Please confirm the maximum amount of liquidated damages in consider with the minimum guarantee of Task Order#1 is amounting to USD 500,000 and the contract may be awarded to more then one contractor for the ceiling of USD 135 million.*

**There is no minimum guarantee for Task Order #1. The minimum guarantee is for the Base IDIQ contract only. There is no correlation between the minimum guarantee and the amount of liquidated damages.**

### 6. *Please provide detail and spec for Guide Posts as shown on Summary of Quantities - item 8.4(5) (Drawing DT-16)*

**All warning, regulatory and guide sign posts shall comply with AASHTO design criteria.**

### 7. *Please provide the thickness of shore protection as shown on the drawing TS-05, TS-07, and TS-08.*

**See drawing at Attachment 1 of this Amendment. Shore protection detail applies to drawings TS-05, TS-07 and TS-08.**

### 8. *Is the Rip-Rap ditch lining referring to shore protection at the above mentioned drawings? Please clarify.*

**No, the rip-rap ditch lining is not referring to the shore protection. The rip-rap for the ditch lining will be 300mm (min.) Depth for stone size D150.**

### 9. *On the drawing DT-30, at the station 044+884 and 044+953 there are 28m Single Span Bridge and 45 m Two Span Bridge Respectively. However, based on the pavement schedule*

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*(drawing DT-24), between station 044+600 and 046+100 is in the priority contractor's Scope of Work. Please clarify.*

**Bidders are to ignore information shown on drawing NOS. DT-30 and DT-31 and instead use the information provided by the tables in the structural plans in Amendment #6. Prior to mobilization revised plans will be issued however, it has been determined that the issuance of revised plans after award will not impact the preparation of a Technical or Price/Business Proposal.**

*10. Please confirm whether the following Bridges are included in our scope, since they that do not have station location listed on their schedule.*

- a. 12 m Voided Slab Bridge (Drawing S-301B)*
- b. 15 m Voided Slab Bridge (Drawing S-301 C)*
- c. 33 m Single Span Bridge (Drawing S-301G)*
- d. 39 m Two Span Bridge (Drawing S-301H)*

**There are presently no bridges of the above types identified for construction for Task Order #1 or the Basic IQC under this RFP.**

*11. Price/Business Proposal Section L11, Item(C). Reps and Certs "Original signed copies shall be included in the offer's Technical Proposal." Should this be in the Price/Business Proposal?*

**Yes, these documents should be placed in the Price/Business Proposal.**

*12. Attachment J-1 Section VI, " the contractor shall place the bridge debris in an approved location." Please specify an approved location and distance?*

**For proposal preparation purposes, potential offerors shall assume that all metal truss bridge debris will be transported to Public Works storage yard in Ujong Batee, Banda Aceh.**

*13. Section C.1.5.3 Item (d) & (e), "Contractor shall obtain all Governmental approvals required in connection with the project." What kind of Government approval is needed other than environmental mitigation measures?*

**Please refer to slide #48 of the PowerPoint presentation introduced at the Pre-Proposal Conference and included as an attachment to Amendment # 5. It is anticipated that Government of Indonesia approvals will be in the form of permits for environmental mitigation and traffic maintenance plans that are fully in compliance with Indonesian laws and regulations.**

*14. Attachment J-3, pay item no. 6.2.(2) shows "Double Surface Dressing Aggregate (DBST)" However DBST is not found/called for in any drawings. Additionally, drawing DT-16 (Summary of Quantities) shows zero quantity for DBST. Please clarify.*

**DBST is not required under Task Order #1. Quantities shown on DT-16 should be ignored and should not be included as a Pay Item for Task Order #1. This was an error in the Attachment J-3. This may be a pay item in future Task Orders, however not for Task Order #1 and should be disregarded.**

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15. *Attachment J-3 pay item 6.1(2) shows Tack coat. However, it is not shown on the Summary of Quantities (drawing DT-16). We are sure that Tack Coat is required. Please clarify.*  
**DT-16 should be considered as an estimate and it is the responsibility for the Offeror to propose a quantity rather than rely on those shown on DT-16. In this case offerors should refer to the specifications and Section C of the RFP (6.1.1) for conditions and application rates. This should assist the offeror in developing applicable quantities that will meet the requirements.**
16. *Please provide the cross section detail for round culvert (comparable with box culvert detail-drawing S-102A).*  
**Circular concrete pipes are typically considered a proprietary design with nominal wall thickness and reinforcement. The successful offeror will be required to submit shop drawings with calculations for review and approval.**
17. *Regarding the bridge station location, there is a conflict between drawing DT-30 and drawing S-301K. Which one takes precedence?*  
**Drawing S-301K, which was reissued in Amendment #6, and these drawings take precedence and should be referred to in the offerors proposal.**
18. *During site visit/tour, we noted variation between the site condition and the proposed plans/drawings. (The plan show that one particular section need only 4 cm asphalt topping but based our observation the section are covered by dirt and soil instead of clean sub base). Our understanding is the tender pricing will be based on the bid document. Please confirm.*  
**The proposed pricing shall be based upon the RFP, it attachments and all subsequent amendments.**

## QUESTIONS

Potential offerors may submit questions concerning this amendment and/or solicitation in writing to Dale Gredler, Contracting Officer, either by fax at (62-21) 3483-0222 or email (Email preferred) at [rfp06\\_015@usaid.gov](mailto:rfp06_015@usaid.gov). **The overall deadline for receipt of questions or requests for clarifications has been extended to no later than 5:00pm (Jakarta time), July 26, 2006. No questions will be answered after this deadline.**

Issuance of this solicitation and its amendments does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

Sincerely,



Dale J. Gredler  
Contracting Officer